

ADDITIONAL SERVICES AGREEMENT

August 6, 2020

City of St. Helens
Attention: Matt Brown
265 Strand Street
St. Helens, OR 97051

RE: **St. Helens Police Needs Assessment**
Additional Service #2
Project Number 2190014.00

Dear Matt:

In accordance with our recent discussion, we will perform the tasks outlined below for subject project. It is agreed that these tasks will be provided as Additional Services in accordance with our original agreement for this project, dated April 1, 2019.

The City of St Helens has requested for Mackenzie to add additional tasks to the scope of the contract. The new tasks have been broken down by tasks based of the original agreement. Tasks not yet complete or being added have had fees corresponding to them adjusted to reflect current billing rates and are noted accordingly.

1. Task 1 - Project Startup
 - a. Mackenzie is complete with this task.
2. Task 2 - Existing Building Assessment
 - a. Mackenzie is complete with this task.
3. Task 3 - Programming (\$4,900)
 - a. Mackenzie completed this task and St. Helens approved the program in July 2019. This will be considered the full facility program (resulting in a "high cost" building program).
 - b. Mackenzie will do the following:
 - i. Attend re-calibration meeting on 7/10/2020.
 - ii. Update schedule and correspond with City on new scope of work.
 - iii. Attend one (1) additional meeting with the City to re-review program and re-confirm items within the program for a one-story reduced program ("low cost" building program). (One week duration from August 24-28)



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- iv. Update program based on comments received at meeting and send to City for review.
 - v. Incorporate one (1) round of City comments and send final program to City for final approval.
- 4. Task 4 - Facility Tours
 - a. Mackenzie is complete with this task.
- 5. Task 5 - Site Selection / Evaluation (3 week duration from August 31-September 18) (\$8,800)
 - a. Mackenzie will do the following:
 - i. Revise site test fit on Old Portland Road site to a one-story scheme. This test fit will be based on the full facility program ("high cost" building program). Meet with City to review site test fit and incorporate one round of City comments.
 - ii. Create Civil conceptual grading plan (since building may be built over the flood plain and the finish floor will need to be raised to maintain building access during a flood event).
 - iii. Coordinate with City Planning Department on test fit to avoid any land use entitlement issues / fatal flaws.
 - iv. Create detailed floor plan based on full facility program ("high cost" building program). Meet with City to review floor plan and incorporate one round of City comments.
- 6. Task 6 - Design Refinement (4 week duration from September 21-October 16) (\$7,750)
 - a. Mackenzie will do the following:
 - i. Refine site plan and floor plan, as needed.
 - ii. Refine conceptual civil grading plan, as needed.
 - iii. Create a new perspective rendering for a one-story scheme. Meet with City to review perspective and incorporate one round of City comments.

Fees for this task have been increased to cover staff billing rates for efforts on our two story perspective rendering since the contract was initially set up in March 2019.
- 7. Task 7 - Project Cost Estimate (5 week duration from October 19-November 20) (\$1,290)
 - a. Mackenzie has not started on this task and will complete this task per the original scope of work. Mackenzie will do the following:
 - i. Assess a reduce program ("low cost") option. Mackenzie will take the cost per square foot cost of the full facility "high cost" option and then apply that factor to the reduced ("low cost") programmatic square footage amount and incorporate that into the Project Budget Summary.

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Fees for this task have been increased to cover staff billing rates since the contract was initially set up in March 2019.

8. Task 8 - Final Report (1 week duration from November 23-December 1) (\$2,160)
- a. Mackenzie has not started on this task and will complete this task per the original scope of work. Mackenzie will do the following:
- i. Incorporate reduce program ("low cost") option information/data into final report.

Fees for this task have been increased to cover staff billing rates since the contract was initially set up in March 2019.

The above revised scope of work does not include efforts related to a bonding campaign which is scheduled to start upon completion of Task 8 under a separate contract.

No services are included in this agreement other than those specifically set forth in the Scope of Services. In addition to any Exclusions outlined within the project proposal (if attached), items which are specifically excluded from the Scope of Services include, but are not limited to the following:

1. Reimbursable expenses
2. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project
3. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications
4. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our scope of services above.
5. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above
6. Environmental review
7. Sensitive lands and/or wetland delineation and/or mitigation design/approvals
8. Traffic analysis unless as noted specifically within our scope of services above
9. Off-site improvements (such as roads, half street improvements, and utilities)
10. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included.)
11. Special foundation systems
12. Equipment support or racking systems
13. Landscape design services and related specifications
14. Furniture selection, specifications, requirements and all related coordination
15. Formal Building code interpretation requests and/or appeals
16. Accessibility compliance design other than that required by Authority Having Jurisdiction (AHJ) as required for Building Permit per the current editions of the Oregon Structural Specialty Code and by reference therein ANSI ICC/A117.1 for new construction.(Since compliance with the Americans with Disabilities Act - Accessibility

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Guidelines (ADAAG) is not required for Building Permit by AHJ, review, analysis and design for compliance therewith is specifically excluded from basic services. Client may request for expanded accessibility review and compliance design to include that of the ADAAG as an Optional Additional Service. However, there are inherent conflicts and/or discrepancies between the codes required for Building Permit and the ADAAG and design and compliance with all of them may not be possible).

17. Graphics and/or signage design, permitting, and related coordination

Our fees for the services outlined above will be \$24,900. This increases the total contract amount for this project from \$50,300 to \$75,200.

The Client acknowledges that the parties are entering into this agreement during a national health emergency as a result of the COVID-19 pandemic and that this pandemic may impact the services provided by Mackenzie, including the Mackenzie's ability to meet any agreed schedule. To the extent the COVID-19 pandemic or any state or federal order in connection with the pandemic adversely impacts the time and fees of the Mackenzie's services, the Client agrees to negotiate potential adjustments to the fee and schedule.

Client and Mackenzie acknowledge that Mackenzie is being engaged to perform services during the existence of the COVID-19 pandemic and at a time when various government rules exist (that continue to evolve) addressing how the public interacts, including how individual and entities may conduct business, in an effort to mitigate spread of COVID-19 (e.g., social distancing rules)(such rules collectively referred to as "COVID Rules and Restrictions"). Client acknowledges and agrees that although Mackenzie will endeavor to generally consider current published COVID Rules and Restrictions in the jurisdiction where the Project is located, Mackenzie's scope of the design services does not include an obligation to comply with current and evolving COVID Rules and Restrictions, which are subject to multiple interpretations and may be enforced or followed to varying degrees by the Owner and any third party. Accordingly, Client agrees to release Mackenzie from, and to indemnify, hold harmless and defend Mackenzie and its officers, directors and employees from and against any and all claims, demands, damages, losses, costs, expenses, penalties, suites, actions, order and liabilities of any kind (collectively "Claims"), including without limitation attorneys' fees, court costs and experts fees, whether actual or alleged, including but not limited to those resulting in personal injury, death, property damages, and incidental and consequential damages to the extent arising out of or related to Claims that Mackenzie failed to comply with COVID Rules and Regulations in performing the design services, including but not limited to Mackenzie's ideas, concepts, sketches, drawings, renderings, written documents, presentations, construction documents, specifications or any other materials.

All other provisions of our original agreement for this project apply to these services.

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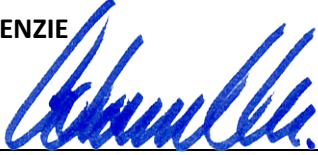
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Please confirm your approval by signing in the space provided below and returning a copy of this letter. If you have any questions, please call.

MACKENZIE



Adam Olsen
Project Manager

CLIENT

By: _____

Title: _____

c: Accounting Department
Jeff Humphreys, Adrienne Linton - Mackenzie